SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER		

2. CONTRACT NO. FA8771-04-A-0301	3. AWARD/EFFECTIVE DATE 19 MAR 2004	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY   HQ SSG/AQ   CODE   FA8771

DEPARTMENT OF THE AIR FORCE
HQ SSG/AQ
490 EAST MOORE DR., SUITE 270
MAFB - GUNTER ANNEX AL 36114-3000
JOHN R. BUZAN   334-416-3839
John.Buzan@Gunter.AF.Mil

10. THIS ACQUISITION IS
☐ UNRESTRICTED
☐ SET ASIDE: % FOR
  ☐ SMALL BUSINESS
  ☐ HUBZONE SMALL BUSINESS
☐ 8(A)
NAICS:
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

☒ **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

13b. RATING   DO-A7

12. DISCOUNT TERMS   N

14. METHOD OF SOLICITATION
☐ RFQ   ☐ IFB   ☐ RFP

15. DELIVER TO CODE	16. ADMINISTERED BY CODE FA8771
SEE SF1449 Continuation	HQ STANDARD SYSTEMS GROUP CONTRACTING DIRECTORATE (PK) 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114 SCD: C PAS: (NONE)

17a. CONTRACTOR/ OFFEROR CODE 02HQ6 FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE N68566
SECUREINFO CORPORATION 211 N LOOP 1604 E SUITE 200 SAN ANTONIO TX 78232-1252 TELEPHONE NO. (210) 403-5610	DFAS PE-FPO (DOD BRANCH) 130 WEST AVE. SUITE A PENSACOLA, FL 32508-5120

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED   ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See SF1449 Continuation *(Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26 TOTAL AWARD AMOUNT *(For Govt. Use Only)* $0.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED.   ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.   ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. ☒ CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. ☐ AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) _____ INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE CONTINUATION.

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)* //signed//
30b. NAME AND TITLE OF SIGNER *(Type or print)* 30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)* JOHN R. BUZAN 31c. DATE SIGNED 19 MAR 2004

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED   ☐ INSPECTED   ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35.AMT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE	42b. RECEIVED AT *(Location)*
	42c. DATE REC'D *(YY/MMM/DD)* 42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

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STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	12		SF 1449 CONTINUATION - SECUREINFO ESA BPA FA8771-04-A-0301
ATTACHMENT 1	3		ATTACHMENT A - RMS AUTOMATED C&A PRICING
ATTACHMENT 2	3		ATTACHMENT B - EVR ENTERPRISE VULNERABILITY REMEDIATION & MANAGEMENT PRICING
ATTACHMENT 3	2		ATTACHMENT C - ADDITIONAL DOD ENTERPRISE PURCHASING DISCOUNT
ATTACHMENT 4	5		ATTACHMENT D - SECUREINFO CORPORATION SOFTWARE LICENSE AND SUPPORT AGREEMENT
ATTACHMENT 5	2		ATTACHMENT E - IT PROFESSIONAL SERVICES PRICE LIST
ATTACHMENT 6	3		ESI ACT FEE TRANSMITTAL LETTERS
ATTACHMENT 7	2		REPORT OF SALES FORMAT

Blanket Purchase Agreement
DoD Enterprise Software Agreement (ESA)

In the spirit of the National Performance Review, the Department of Defense (DoD) and SecureInfo Corporation enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-0292K.

Federal Supply Schedule Contract Blanket Purchase Agreements (BPA) reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

The Enterprise Software Initiative (ESI) is a joint DoD project to develop and implement a DoD enterprise process. This BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Section 208.74.

Attachments to this agreement are:

    a. Attachment A – RMS Automated C&A Pricing
    b. Attachment B – EVR Enterprise Vulnerability Remediation & Management Pricing
    c. Attachment C – DoD Additional Enterprise Purchasing Discount
    d. Attachment D – SecureInfo Corporation Software License and Support Agreement
    e. Attachment E – IT Professional Services Price List

A. TERMS AND CONDITIONS

1. Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-0292K, SecureInfo Corporation agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Air Force's Standard Systems Group.   All orders placed against this BPA are subject to the terms and conditions of the FSS Contract as amended and the terms and conditions applicable to products as defined in the SecureInfo Software License and Support Agreement included as Attachment D. The items on this BPA are set forth in Attachments A, B, and C.

2. **Extent of Obligation.** The Government is obligated only to the extent of authorized purchases actually made under this BPA. This agreement is limited to applicable versions of SecureInfo's Risk Management System (RMS) and Enterprise Vulnerability Remediation (EVR) solution.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order.

4. **BPA Term.** The BPA expires five (5) years after award. This expiration is contingent upon the Contractor maintaining or renewing a GSA FSS Schedule. The BPA will be reviewed annually to ensure that it still represents a "best value". HQ SSG reserves the right to discontinue this BPA at any time with 30 days written notice within the provision of the referenced GSA Schedule.

5. **Pricing Terms.** Attachments A & B provide unit prices as explained below. Prices shall not escalate, and Attachments A & B are not subject to upward adjustment during the term of the BPA. Spot discounting is encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical (ACT) Fee shall be included in the prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

If during the term of this agreement, SecureInfo Corporation enters into contract with General Services Administration (GSA) for Government-wide contracts under GSA's SmartBUY Initiative, that include pricing for the specific products or product configurations licensed by Department of Defense (DoD) Components under this agreement, under similar terms and conditions, that is less than the pricing provided by SecureInfo under this agreement, SecureInfo will enter into good faith negotiations to lower its prices under this agreement consistent with the similar terms and conditions of the SmartBUY Initiative, or allow DoD Components to move to the SmartBUY program for SecureInfo products at the Government's option, with full credit for all funds paid under the DoD agreement.

6. **Discount Terms and Conditions.** Attachments A, B & C present SecureInfo's product and services discounting as follows:

   A. Individual or Small Purchases: Subscriptions may be purchased from this schedule on an as-needed basis. SecureInfo is offering a tiered discount based on the cumulative number of licenses (perpetual or term) purchased through this BPA. When a discount baseline is reached, all future purchases above that baseline will be discounted at the new higher discounted rate until the next baseline is surpassed. There is no limit to the amount of licenses that can be purchased individually under this schedule.

   B. Enterprise Software Licenses: An enterprise license price is being offered for each military service within the DoD. When purchased, the enterprise license permits unlimited usage, from unlimited users, within the purchasing military service. Significant discounts are offered on the enterprise schedule. Additional cumulative discounts are offered from this enterprise price for each military service that purchases any SecureInfo product on the BPA (see Attachment C).

7. **Out-Year Prices.** Discount levels are achieved by dollar value only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are credited in the subsequent agreement years to determine the applicable discount level. The unit price for the discount level on Attachments A & B are not subject to upward adjustment during the term of the BPA.

Out-year pricing on RMS (perpetual license) is based on maintenance agreements only.

8. **Price Reduction (Most Favored Customer Prices).** The prices under this BPA shall be at least as low as the prices that *SecureInfo* has under any other contract instrument under like terms and conditions. If at any time the prices under any other contract instrument become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

9. **License.**
Software licenses purchased under this BPA are Subscription Term, Enterprise Subscription Term, and Perpetual licenses, as appropriate, and are subject to the licensing provisions and the terms of the GSA Contract and the license agreement provided at Attachment D. Individually purchased licenses are transferable within the DoD and authorized users, notwithstanding any provision to the contrary in the appropriate license agreement. Licenses purchased as part of an Enterprise Subscription are transferable only within the Service that purchased the Enterprise Subscription. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement. The Government's use of the SecureInfo products and services shall be subject to the terms of the GSA Schedule Contract, the terms of this BPA and Terms of any order acquiring the products and services and the terms of the SecureInfo software licenses. The terms of these contracts shall govern use in the order specified in the listing of those agreements. The Order of Precedence for resolving any inconsistency between the Attachment D Commercial License and the GSA contract terms shall be as specified in the GSA contract's Commercial Item clause, FAR 52.212-4, and the provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.

10. **Media.** The SecureInfo RMS and EVR software is available via CD. The Users' Ordering Guide, to be prepared in accordance with Paragraph C.3 of the BPA, will provide specific instructions for purchasing this software.

11. **Support and Maintenance.**

11.1. **Support.** *Licenses purchased under this BPA may be both Perpetual and Term. That is, the software is licensed for the specified term and worldwide support is included for the duration of the subscription at no additional cost. This support includes:*

   a) Help Desk
   b) Telephonic support for installations
   c) New product releases
   d) Database updates
   e) Vulnerability feeds
   f) SecureInfo online Technical Support
   g) SecureInfo direct Customer Support

11.2. **Maintenance.** All maintenance for EVR will be provided for the term of the license. All maintenance for RMS (perpetual) will be provided as per annual renewable maintenance contract terms.

12. **Professional Services.** Professional services will be provided at a two (2) percent discount from SecureInfo's GSA schedule (see attachment E) rates.

13. **On-Site Training.** On-Site Training will be provided at a five percent (5%) discount from SecureInfo's GSA schedule rates. Web-based user training will be provided at a five percent (5%) discount from GSA schedule rates.

14. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule. Discounts shall be at the same or greater discount level as the original BPA product prices.

15. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with paragraph 8 of this BPA for most favored prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

B. ADMINISTRATION AND AUTHORIZED USERS

1. Administration of this BPA will be performed by the following organization:

HQ Standard Systems Group
Directorate of Acquisitions
490 East Moore Drive, Bldg 892, Suite 270
Gunter Annex MAFB, AL 36114

2. **Authorized Users.** The BPA is open for ordering by all Department of Defense (DoD) Components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Inspector General of the Department of Defense (DoD IG), the Defense Agencies, the DoD Field Activities, the U. S. Coast Guard, and the Intelligence Community. This BPA is also open to DoD Contractors authorized to order in accordance with the FAR Part 51.

3. **BPA Points of Contact:**

a. **Contracting Office:**

Point of Contact:

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr. Bldg 884 Rm 1442
Gunter Annex MAFB, AL, 36114

POC: John R. Buzan
Phone: 334-416-3839
Fax: 334-416-5796
Email: John.Buzan@Gunter.AF.Mil

Procuring Contracting Officer (PCO):

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr. Bldg 884 Rm 1440
Gunter Annex MAFB, AL 36114

PCO: Artis R. Clayton, Maj, USAF
Phone: 334-416-2538
Fax: 334-416-5796
Email: Artis.Clayton@Gunter.AF.Mil

b. **Software Product Manager (SPM):**

Software Product Manager (SPM):

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr. Bldg 884 Rm 1442
Gunter Annex MAFB, AL 36114

SPM: Robert K. Spredbury
Phone: 334-416-2306
Fax: 334-416-5796
Email: Robert.Spredbury@Gunter.AF.Mil

or Alternate Point of Contact:

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr. Bldg 884 Rm 1440
Gunter Annex MAFB, AL 36114

POC: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

c. **Financial Management Office (FMO):**

HQ Standard Systems Group
AQIS Software Team
501 E Moore Dr Bldg 884 Rm 1437
Gunter Annex MAFB, AL 36114

FMO: Robert H. Hamrick
Phone: 334-416-2303
Fax: 334-416-5796
Email: Robert.Hamrick@Gunter.AF.Mil

d. **Customer Point of Contact:**   (To be specified on each order.)

C. ORDERING

1. DFARS Section 208.74 directs software buyers and requiring officials to check the DoD ESI website for DoD inventory or an ESA before using another method of acquisition.   These steps for the buyer are summarized from the DFARS:

a. Check the Enterprise Agreement Summary Table to determine if software rights or maintenance have already been purchased and are available from DoD inventory. If they

are available, purchase the designated software from DoD inventory and reimburse the SPM.

b. If the required software rights or maintenance are not available from inventory or from an ESA, you may use an alternate method of acquisition, subject to laws and policy.

c. If the required software rights or maintenance are not available from inventory but are available from an ESA, you must follow the procedure in the DFARS Section 208.74.

d. If you must obtain the software or software maintenance outside the DoD ESA, you may seek a waiver from a management official designated by your DoD Component.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at http://www.don-imit.navy.mil/esi.

2. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders.

Notice to Ordering Offices: When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

a. Ordering via this BPA is decentralized and applies to all orders, except for Enterprise Subscriptions, which are described in Paragraph C.2.b. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule), in accordance with the terms and conditions of this BPA and the GSA Schedule. Orders may be placed by EDI, credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155.

b. Enterprise Subscriptions must be negotiated through the SSG Contracting Officer and Software Product Manager, as identified in Paragraph B.3.a and B.3.b. Procedures for ordering licenses under the Enterprise Subscription will be defined during negotiations.

3. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the Contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and PCO within thirty (30) days of BPA issuance and made available on the Contractor's home page upon written approval. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

a. URL where a complete list of products available, with appropriate contract line item numbers (CLINs) and associated prices can be found
b. Government and Contractor Points of Contact
c. Description of the ordering process
d. Program Terms and Conditions
e. License Terms and Conditions
f. Information necessary to complete a DD350
g. Range of discounts
h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, Electronic Data Interchange (EDI) capability, Government procurement card, and vendor electronic ordering capability to create a paper-less ordering, invoicing and payment process. During the term of the BPA, the Contractor shall participate to achieve this objective.

The Contractor shall adapt its business processes, at no additional cost to the government, as the DoD Virtual Information Technology Marketplace (VITM) technical requirements, environment and architecture evolve. The VITM may be reached via the web site www.vitm.gov.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** The Contractor shall ship the current version of software on CD within two (2) business days from acceptance of an order, as defined in the GSA Schedule.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket or sales slips that must contain at a minimum the following information:

   a. Name of Contractor
   b. GSA Contract Number
   c. BPA Number
   d. Product Description/Model numbers
   e. Delivery order number
   f. Date of purchase
   g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
   h. Date of shipment

7. **Suspension.** There may be occasions where the Government may suspend ordering (by CLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/. The contractor shall submit an original invoice and three copies, to the address specified on the delivery orders issued against the BPA. An invoice must include:

   a. Name and address of the Contractor
   b. Invoice date
   c. Contract number, contract line item number and, if applicable, the order number
   d. Description, quantity, unit of measure, unit price and extended price of the items delivered

  e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading
  f. Terms of any prompt payment discount offered
  g. Name and address of official to whom payment is to be sent
  h. Name, title, and phone number of the person to be notified in event of defective invoice

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125. Prompt Payment Contractors are encouraged to assign an identification number to each invoice.

2. **Fast Payment Procedure**   The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (*FEB 1998*) are incorporated in this BPA by reference and pertain to Credit Card purchases or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the delivery order authorizes Fast Payment. Full text of this clause can be found on the web at URL: http://farsite.hill.af.mil/.

3. **Precedence.** The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

4. **Fees and Payments.**

4.1   **GSA Industrial Funding Fee.** The unit prices include a markup to account for the GSA fee. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA instructions.

4.2.   **Acquisition, Contracting, and Technical (ACT) Fee.** The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Software Product Manager (SPM) and is due thirty (30) days following the completion of the reporting period. Negative reports are required. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4.3   **Reserved**

4.4   **Fee Distribution.** The Air Force, Army, DISA and Navy are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service identified in the monthly Report of Sales. This field shall be notated Air Force, Army, DISA, Navy, Other DOD or Other Federal as appropriate.

4.4.1 **ALL SALES:**

The 2% ACT fee is split equally between the participating DoD Component whose customer places the order and the DoD Component that manages the ESI agreement. In other words, any Navy order against this ESI agreement results in a 1% portion of the 2% fee being returned

to the Navy acquisition organization (listed under Navy Sales). The Air Force will retain the entire 2% fee under orders issued for Air Force activities or those activities that do not collect a fee under the ESI agreements managed by the Air Force. The contractor is responsible for distributing the ACT fee to all applicable Services in accordance with the instructions herein. The amount of ACT Fee due the Air Force shall be calculated at 1% for Army sales, 1% for Navy sales, 1% for DISA sales and 2% for all other sales.

Remit Air Force ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA FA8771-04-A-0301
ESI-SW Fee Sharing
Checks must include the following information to ensure proper crediting of the payment:
FA8771-04-A-0301
DoD SecureInfo Corporation Enterprise Software Agreement for ACT Fee

Send check and transmittal letter to:	FAX a copy of the check and letter to:
DFAS OPLOC/PE	HQ SSG/ITS
Building 603-2, Code FDA-SSG	Attn: Bob Hamrick, Bldg 884, Rm 1437
130 West Avenue, Suite A	501 East Moore Drive
Pensacola, FL 32508-5120	MAFB-Gunter Annex, AL 36114-3004
	FAX: (334) 416-5796

4.4.2 ARMY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA FA8771-04-A-0301
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed in Attachment 6) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
PEO Enterprise Information Systems
Assistant PM, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Margaret Kirsch)
Bldg. 283, Squier Hall
Fort Monmouth, NJ 07703

4.4.3 NAVY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Navy sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".   No transmittal letter is required with submission of Navy fee checks.

Checks must include the following information to ensure proper crediting of the payment:
FA8771-04-A-0301

DoD SecureInfo Corporation Enterprise Software Agreement for Internet Security Systems ACT Fee

If using overnight or express mail, send check to:	If using regular mail, send check to:
SPAWAR Systems Center Charleston	SPAWAR Systems Center Charleston
Attn: Liz Vonasek	Attn: Liz Vonasek
Norfolk Office	Norfolk Office
Code 645.2, Bldg. V53	Code 645.2, Bldg V53
9456 Fourth Avenue	P.O. Box 1376
Norfolk, VA 23511-2130	Norfolk, VA 23501-1376

4.4.4 **DISA SALES:**

The amount of ACT Fee due DFAS Indianapolis shall be calculated at 1% of all DISA sales.

Remit ACT Fee to DFAS Indianapolis by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:
BPA FA8771-04-A-0301
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (sample enclosed in Attachment 6) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS/ADOFA/COIN
8899 E. 56th Street
Indianapolis, IN 46249-1500

FAX a copy of the check and letter to:
Defense Information Systems Agency
ATTN: Dawn Lawson
5600 Columbia Pike
Code: COGB
Falls Church, VA 22041
FAX: 703-681-2782

E. BPA MANAGEMENT AND OVERSIGHT

1. The Contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, invoicing, payment and submission of monthly and quarterly reports. The Contractor shall ensure that all sales personnel are aware of the Enterprise Software Initiative Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.

2. **Report of Sales.** Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the SPM. The monthly report is due, in electronic format, within

fifteen (15) days of the monthly reporting period. In addition to the regular monthly submissions, a Quarterly Report of Sales shall also accompany the ACT Fee payment. Reports of Sales shall be submitted to the SPM and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. If the BPA contains services current ACT fee paid by Delivery Order and total ACT fees paid will be included in the report. The report shall be submitted in the standard format shown in Attachment 7.

3. **Records.** The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

4. **Program Management Reviews (PMR).** The Contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the Software Product Manager. During these reviews the Contractor shall report on among other things, status of BPA sales, marketing and any outstanding issues concerning the BPA. PMR agenda and presentation format shall be provided prior to each PMR. Travel expenses are the responsibility of the contractor.

5. **Marketing.** The Contractor shall dedicate reasonable resources to this effort and work to market and advertise this agreement. Desired actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows, participation in agency sponsored events and news media geared to Government/DoD IT people.

F. STANDARDS.

1. **YEAR 2000 Compliance.** All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

2. **JTA Compliance.** All products offered shall comply with the appropriate Publicly Available Standards (PAS) (e.g., TIA, EIA, ANSI, IEEE, ISO) and the applicable DoD information technology standards contained in the Joint Technical Architecture (JTA).   More information on this standard can be found at http://www.itsi.disa.mil.

3. **Section 508 of the Rehabilitation Act Compliance.** All products provided under this BPA must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site www.section508.gov. The Contractor's Section 508 compliancy information can be found at www.secureinfo.com.

4. **National Security Telecommunications and Information Systems Security Policy Number 11.**   Products must satisfy requirements of National Security Telecommunications and Information Systems Security Policy Number 11 either prior to purchase or as a condition of purchase; i.e., the vendor warrants that the offered products are or will be satisfactorily validated within one year.

5. **DoD Instruction 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP).**   All products provided under this BPA shall be compliant with the DITSCAP.

6. **Other**

52.204-2 -- Security Requirements (Aug. 1996)

52.237-2 -- Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)

252.201-7000 -- Contracting Officers Representative (Dec 1991)

252.204-7000 -- Disclosure of Information (Dec 1991)

252.204-7004 -- Required Central Contractor Registration (Mar 2000)

252.209-7004 -- Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (Mar 1998)

252.227-7015 -- Technical Data -- Commercial Items (Nov 1995)

252.227-7037 -- Validation of Restrictive Markings on Technical Data (Sep 1999)

252.246-7000 -- Material Inspection and Receiving Report (Dec 1991)

Attachment A

Standard Software Discounts and Perpetual Pricing for RMS

Risk Management System
Automated Certification & Accreditation Software

Standard Software discounts and Perpetual Pricing for RMS

SecureInfo Corporation
Attachment A: RMS Pricing
Pricing for DoD Enterprise Software Initiative (ESI)

Standard License Discount and Pricing for RMS

Determination of Base BPA Price Matrix: Individually purchased perpetual software licenses.

SecureInfo Part #	Product Description	% off List Price	GSA Price per User
RMS-03-23-001	Risk Management System (RMS) automated C&A	10%	$4,320.00
RMS-MA-03-23-002	RMS automated C&A annual maintenance agreement (includes releases enhancements, standards & regulations updates and standard technical support package)	10%	$1,080.00

Discount Schedule for cumulative perpetual software license purchases – Base Plus Pricing Matrix

Cumulative Purchase Qty	Named User License	% Discount Per Additional Users	BPA Price per Additional User	First Yr. Maint Fee Per User
Tier 1, 5-20	$16,800(5 user base)	22%	$3,360.00	25% of then current contract price
Tier 2, 21-100	$67,200(20 user base)	35%	$2,800.00	25% of then current contract price
Tier 3, 101-500	291,200(100 user base)	58%	$1,820.00	25% of then current contract price
Tier 4, 501-1,000	$1,019,200(500 user base)	80%	$840.00	25% of then current contract price
Tier 5, 1,001-2,000+	$1,439,200(1000 user base)	84%	$700.00	25% of then current contract price

Example Scenario: 105 Named Users *see note 4 below

$ 67,200	Base price (20 users at Tier 1 price)
$224,000	80 users at Tier 2 Additional User Price
$ 9,100	5 Users at Tier 3 Additional User Price
$300,300	Subtotal
$ 75,075	Annual Maintenance @ 25% of contract fees
$375,375	Total 1st year cost

Pricing and Licensing Notes:
1. Minimum purchase is 5 Named Users and can be purchased in quantities of 5 Named Users thereafter.
2. "Named User" means those specific employees of Customer (or those specific agents within Customer's control) who are permitted to use the SecureInfo Software as per this Agreement and as detailed on the Government Ordering Document. Named User(s) may be substituted for other specific employees only upon the original Named User no longer being an employee (or within their control) of Customer or no longer responsible for the use of the SecureInfo Software. There may be no greater number of Named Users than as set forth in the Ordering Document
3. Annual Maintenance may be renewed at a fee of 25% of the software license contract price paid at the time of purchase.
4. This is a cumulative purchase schedule and as such the first purchases made will start with Tier one pricing regardless of quantity and add on users through the price tiers until the total purchase quantity is attained. Subsequent purchases begin at the Tier level based on total number of currently supported Named Users.
5. Customers with significantly more than 2,000 users, see Enterprise pricing.

BPA Perpetual Enterprise Software License Pricing for RMS

SecureInfo Corporation
Attachment A: RMS Pricing
Pricing for DoD Enterprise Software Initiative (ESI)

Enterprise Perpetual License Pricing for RMS

Military Service Branch	Perpetual Enterprise License	First Year Maintenance	Total First Year Cost	First Yr. Maint. Fee
US Air Force	$5,000,000.00	$1,250,000.00	$6,250,000.00	25% of then current contract price
US Army	$5,000,000.00	$1,250,000.00	$6,250,000.00	25% of then current contract price
US Navy	$5,000,000.00	$1,250,000.00	$6,250,000.00	25% of then current contract price
US Marines	$4,000,000.00	$1,000,000.00	$5,000,000.00	25% of then current contract price
Other DoD Agencies	$4,000,000.00	$1,000,000.00	$5,000,000.00	25% of then current contract price

Pricing and Licensing Notes:
1. Scheduled Pricing includes Reserve and Guard clients.
2. Enterprise purchases provide an unlimited number of RMS Named Users within the purchasing Military Service Branch.
3. A DoD-Wide ESI Purchase (ALL military branches purchasing an Enterprise License) provides an unlimited number of RMS Named Users across all of DoD.
4. BPA Perpetual Enterprise Software License Pricing includes unlimited systems and C&A efforts.
5. Multiple Enterprise purchases will accumulate additional discounts. (see Attachment C)
6. Annual Maintenance may be renewed at a fee of 25% of the software license contract price paid at the time of purchase.

Attachment B

Standard Software Discounts and Term Pricing for EVR

Enterprise Vulnerability Remediation
Vulnerability Management and Remediation Software

Standard Software Discounts and Pricing for EVR

SecureInfo Corporation
Attachment B: EVR Pricing
Pricing for DoD Enterprise Software Initiative (ESI)

Standard License Discount and Annual Subscription Pricing for EVR

Determination of Base BPA Price Matrix: Individually purchased Annual Term software licenses.

SecureInfo Part #	Product Description	% Off List Price	GSA Price per 100 Nodes
EVR-03-31-001	Enterprise Vulnerability Remediation (EVR)	10%	$5,400.00

Discount schedule for cumulatively purchased Annual Term software license purchases - Base Plus Pricing Matrix.

Cumulative Purchase Qty	Baseline Price (30% Discount off list)	Additional Node Discount	Price Per Additional Node	Term
Tier 1, 500-1,000	$21,000 (500 node base)	48%	$28.00	12 Months
Tier 2, 1,001-5,000	$35,000 (1,000 node base)	62%	$20.00	12 Months
Tier 3, 5,001-10,000	$113,400 (5,000 node base)	70%	$16.00	12 Months
Tier 4, 10,001-25,000	$193,900 (10,000 node base)	75%	$13.00	12 Months
Tier 5, 25,001-50,000	$382,900 (25,000 node base)	83%	$9.00	12 Months
Tier 6, 50,001+	$655,900 (50,000 node base)	87%	$7.00	12 Months

Example Scenario: Purchase of 600 Nodes

$21,000.00	Baseline Price (500 nodes at Tier 1 Pricing)
$ 2,800.00	100 Nodes at Tier 1 price
$23,800.00	**Total Annual Term License Cost**

PRICING AND LICENSING NOTES:
1. Minimum purchase is 100 Nodes and can be purchased in quantities of 100 Nodes thereafter.
2. "Nodes" means devices or other equipment to which SecureInfo Software, individually or in conjunction with or other software, is installed distributed or managed, or upon which Services are performed. Nodes include but are not limited to personal computers, desktops, servers, network interface equipment, personal digital assistants or wireless devices. SecureInfo Software may not be installed or distributed to any greater number of Nodes than as may be set forth in the ordering document.
3. Maintenance fees are included in the prices above.
4. This is a cumulative purchase schedule and as such the first purchases made will start with Tier one pricing regardless of quantity and add on Nodes through the price tiers until the total purchase quantity is attained.
5. Customers with significantly more than 50,000 Nodes, see Enterprise pricing.

BPA Enterprise Term Software License Pricing for EVR

SecureInfo Corporation
Attachment B: EVR Pricing
Pricing for DoD Enterprise Software Initiative (ESI)

Enterprise Term (12 month) License
Pricing for EVR

Military Service Branch	Term Enterprise License	Term
US Air Force	$5,000,000.00	12 Months
US Army	$5,000,000.00	12 Months
US Navy	$5,000,000.00	12 Months
US Marines	$2,500,000.00	12 Months
Other DoD Agencies	$2,500,000.00	12 Months

Notes:

1. Scheduled Pricing includes Reserve and Guard clients.

2. Enterprise purchases provide an unlimited number of Nodes within the purchasing Military Service Branch.

3. A DoD-Wide ESI Purchase (ALL military branches purchasing an Enterprise License) provides an unlimited number of Nodes across all of DoD.

4. Prices shown above are based on an annual renewable term license agreement.

5. Multiple Enterprise purchases will accumulate additional discounts. (See Attachment C)

Attachment C

Additional DoD Enterprise Purchasing Discount

\underline{\textbf{DoD Enterprise Purchasing Discount}}

cureInfo Corporation
achment C: DoD Enterprise Purchasing Discount
cing for DoD Enterprise Software Initiative (ESI)

terprise Purchasing Discount Plan for All SecureInfo Product Offerings

1. Enterprise purchases made within the same calendar quarter will receive an additional 3% discount per product, per enterpr
    i. Calendar Quarter 1 – January, February, March
    ii. Calendar Quarter 2 – April, May, June
    iii. Calendar Quarter 3 – July, August, September
    iv. Calendar Quarter 4 – October, November, December

Example:

Marines Purchase RMS Enterprise License
· Navy Purchases EVR Enterprise License
· Army Purchases EVR & RMS Enterprise Licenses

: Total of 4 Enterprise Purchases
: 3% additional discount per purchase
: Additional 12% discount divided amongst all Purchasing Military Branches

Agreement Number:_____

SECUREINFO CORPORATION

SOFTWARE LICENSE AND SUPPORT AGREEMENT

This Software License and Support Agreement dated ____, _____ 200__, ("Effective Date") is entered into by and between SecureInfo, Corporation, a Delaware corporation with principle offices at 211 N. Loop Rd 1604 E. San Antonio, Texas 78232 ("SecureInfo") and [_____] a [_____] corporation with principle offices at [_____] ("Customer" or "Licensee") and describes the terms and conditions pursuant to which SecureInfo shall license to Customer and support certain SecureInfo Software .

1 Definitions

1.1 "Agreement" means this Software License and Support Agreement, including any and all attached Schedules.

1.2 "Confidential Information" means this Agreement and all its Schedules, any addenda hereto signed by both parties, all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the SecureInfo Software, and any other proprietary information supplied to Customer by SecureInfo or by Customer to SecureInfo which is clearly marked as "confidential" if in tangible form, or identified as "confidential" if orally disclosed.

1.3 "Designated Equipment" means the computer hardware on which the SecureInfo Software will be installed as set forth on the relevant Schedule.

1.4 "Documentation" means the specifications, user manuals, technical documents, release notes, instructions and other materials furnished or published by SecureInfo concerning the SecureInfo Software.

1.5 "End User" shall mean those individuals or entities that Customer is servicing with or without the use of SecureInfo Software.

1.6 "Schedule" means written document, signed by the Parties and expressly referencing this Agreement, which sets forth the SecureInfo Software, Designated Equipment, Production Site, License Fees, Maintenance and Support Fees and details, License Term and other terms agreed to by the Parties.

1.7 "SecureInfo Software" means (i) the software products designated on the relevant Schedule hereto provided to Customer by SecureInfo in executable form (but not the Source Code), (ii) the associated program documentation ("Documentation"), (iii) any scripts, source code or object code which SecureInfo in its sole discretion may provide to Customer from time to time and (iv) any Updates, modifications, maintenance releases, bug fixes or work-arounds which SecureInfo may provide to Customer from time to time.

1.8 "Production Site" means the address and location of the Designated Equipment on which the SecureInfo Software will be installed as set forth on the relevant Schedule.

1.9 "Named User" means those specific employees of Customer (or those specific agents within Customer's control) who are permitted to use the SecureInfo Software as per this Agreement and as detailed on the attached Schedule A – Order Form. Named User(s) may be substituted for other specific employees only upon the original Named User no longer being an employee (or within their control) of Customer or no longer responsible for the use of the SecureInfo Software. There shall be no greater number of Named Users than as set forth in the attached Schedule A – Order Form.

1.10 "Nodes" means devices or other equipment to which SecureInfo Software, individually or in conjunction with or other software, is installed distributed or managed, or upon which Services are performed. Nodes include but are not limited to personal computers, desktops, servers, network interface equipment, personal digital assistants or wireless devices. SecureInfo Software may not be installed or distributed to any greater number of Nodes than as may be set forth in Schedule A – Order Form.

1.11 "Updates" means any updates to the SecureInfo Software licensed hereunder which SecureInfo, in its discretion, makes generally available to its SecureInfo Software licensees.

1.12 "Usages" means those individual instances where the SecureInfo Software is used to generate Certification and Accreditation Reports (as designated in the Work Order) for the benefit of an End User or a Licensee.

2 Grant of License

For so long as (i) Customer remains current in all payment obligations to SecureInfo for the term as set out in the Schedule A – Order Form (the "License Term"); (ii) Customer complies with this Agreement; and (iii) this Agreement remains in force, SecureInfo grants to Customer a restricted, non-exclusive and non-transferable right to use the SecureInfo Software identified in such Schedule A – Order Form for Customer's own internal business purposes for the relevant number of Nodes, End Users, Usages or Named Users as designated in the Schedule A – Order Form. In the absence of any such designations, the SecureInfo Software is for use solely on Customer's internal information technology system/environment within the continental United States. Customer may possess only the number of copies of any SecureInfo Software necessary for the type of use specified in the Schedule A – Order Form and may use such copies only in accordance with the Schedule A – Order Form, this Agreement and the Documentation. SecureInfo shall at all times retain ownership of all SecureInfo Software including any Documentation and any copies thereof.

2.1 Unless otherwise expressly prohibited, Customer may copy the SecureInfo Software for backup or archival purposes provided that all titles, trademark symbols, copyright symbols and legends, and other proprietary markings are reproduced.

2.2 SecureInfo grants and Customer receives no other rights or licenses to the SecureInfo Software, derivative works (as defined in the United States copyright Act of 1976, Title 17 USC Section 101 et. Seq.) or any intellectual property rights related thereto, whether by implication, estoppel or otherwise, except those rights expressly granted in this Section 2.

3 License Restrictions

3.1 Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party:

3.1.1 Sell, lease, license, sublicense, encumber, rent or otherwise deal with any portion of the SecureInfo Software or Documentation;

3.1.2 Decompile, disassemble, or reverse engineer any portion of the SecureInfo Software or attempt to discover any source code or underlying ideas or algorithms of any SecureInfo Software;

3.1.3 Create any Derivative Work based on the SecureInfo Software or any SecureInfo Confidential Information;

3.1.4 Use the SecureInfo Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis or otherwise use or allow others to use the SecureInfo Software for the benefit of any third party; provide, disclose, divulge or make available to, or permit use of the SecureInfo Software by persons other than Customer's employees who have signed a (or agreed to be bound by this Agreement) license agreement consistent with the terms and provisions of this Agreement, without SecureInfo's prior written consent;

3.1.5 Use any SecureInfo Software, or allow the transfer, transmission, export, or re-export of any SecureInfo Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency. All the limitations and restrictions on the SecureInfo Software in this Agreement also apply to the Documentation;

3.1.6 Customer may not use knowledge, information, ideas, concepts, know-how, or techniques learned from the use of SecureInfo Software to independently develop products or services that compete with, or perform same or similar functions, as SecureInfo Software.

4 Manner of Payment

All fees due hereunder (including all license fees set forth in a Schedule) shall be made inside the U.S., in U.S. dollars and are exclusive of any sales, use or other taxes, fees or duties arising out of this Agreement. In addition to any remedies SecureInfo may have hereunder or at law, any payments more than thirty (30) days overdue will bear a late payment fee of 1.5% per month, or, if lower, the maximum rate allowed by law. Should any action or inaction by Customer delay or impede SecureInfo's ability to perform its obligations under this Agreement, Customer agrees to be responsible for any fess or expenses directly related thereto, which may include additional SecureInfo Software License Fees or Services fees. SecureInfo will extend its best efforts to advise Customer of any potential additional fees relating thereto. All changes to the Schedule A – Order Form or Agreement must be in writing and agreed to by both parties. SecureInfo will use reasonable efforts to accommodate Customer's changes and Customer

understands that any changes to Schedule A – Order Form or Agreement or scope may result in cost increases or changes in implementation dates.

5 License Fee

5.1 In consideration of the rights granted herein, Customer shall pay SecureInfo the License Fees specified in the applicable Schedule A – Order Form.

6 Maintenance and Technical Support

6.1 Upon payment of the annual Maintenance and Support Fee set forth on the relevant Schedule A – Order Form, Customer shall be entitled to receive the upgrades and technical support in accordance with the upgrade and technical support details on the applicable Schedule.

6.2 Unless otherwise noted in a Schedule, such maintenance and technical support services shall consist of (i) error correction and telephone support provided during SecureInfo's normal business hours to Customer's technical support contact designated on a Schedule concerning the installation and use of the then current release of the SecureInfo Software and (ii) product Updates that SecureInfo in its discretion makes generally available and are not designated by SecureInfo as products for which it charges a separate fee. SecureInfo shall have no obligation to support (a) altered, damaged or modified SecureInfo Software (except as authorized by SecureInfo) or any portion of the SecureInfo Software incorporated into other software, (b) SecureInfo Software that is not the then current or immediately previous sequential release, (c) problems caused by Customer's negligence, abuse, or misapplication, or use of the SecureInfo Software other than as specified in SecureInfo's user documentation or other causes beyond the control of SecureInfo, or (d) SecureInfo Software installed on a system that is not supported by SecureInfo. SecureInfo shall have no liability for any changes in Customer's hardware which may be necessary to use the SecureInfo Software.

6.3 SecureInfo may on sixty (60) days notice (i) effective on any Annual Maintenance Fee payment date with respect to any particular SecureInfo Software, to change the Annual Maintenance Fee and support services terms for that SecureInfo Software to its then standard fees and terms and/or (ii) effective on the second or any later Annual Maintenance Fee payment date with respect to any particular SecureInfo Software, not to provide Support Services to Customer for that SecureInfo Software, in which cases Customer may elect to forego further Support Services and Annual Maintenance Fees for such SecureInfo Software.

7 Termination

7.1 This Agreement commences on the Effective Date and will remain in force until it is terminated.

7.2 Customer may, upon sixty (60) days prior written notice to SecureInfo, terminate this Agreement. However, no such termination will entitle Customer to a refund of any portion of any monies which have been paid to SecureInfo. Customer agrees that without notice and payment of the termination fee (as per (7.3), this Agreement shall remain in effect. Upon the date of termination, Customer shall pay SecureInfo for all Services and SecureInfo Software License Fees due and provided up to the date of termination

7.3 Provided the applicable License Term is not perpetual, upon termination by Customer prior to the expiration of any License Term, Customer shall pay to SecureInfo the lesser of (i) the difference between the non-discounted price for all SecureInfo Software provided hereunder and the amount paid by Customer for all SecureInfo Software provided hereunder; or (ii) the minimum amount due for the time remaining in the then-current License Term as if the Agreement had not been terminated.

7.4 SecureInfo may, by written notice to Customer, terminate this Agreement if any of the following events ("Termination Events") occur, provided that no such termination will entitle Customer to a refund of any portion which have been paid to SecureInfo;

7.4.1 Customer is in breach of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SecureInfo gives Customer written notice of such breach; or SecureInfo may terminate this Agreement immediately upon notice if Customer breaches any of its obligations under Section 3 above;

7.4.2 Customer terminates its business activities or becomes insolvent, admits in writing to inability to pay its debts as they mature, makes and assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority.

7.5 Termination will become effective immediately or on the date set forth in the written notice of termination as designated by SecureInfo. Termination of this Agreement will not affect the provisions regarding Customer's or SecureInfo's treatment of Confidential Information, provisions relating to the payments of amounts due, provisions limiting or disclaiming SecureInfo's liability, and/or provisions regarding applicable law, which provisions will survive termination of this Agreement.

7.6 Upon termination, all licenses granted hereunder shall cease to be effective and Customer shall immediately cease all use of any affected SecureInfo Software, Documentation and SecureInfo Confidential Information. The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

7.7 Within fourteen (14) days of the date of termination or discontinuance of this Agreement for any reason whatsoever, Customer shall return the SecureInfo Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Customer shall furnish SecureInfo with a certificate signed by an executive officer of Customer verifying that the same has been done.

7.8 Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.

8 Indemnification for Infringement

8.1 SecureInfo shall, at its expense, defend or settle any claim, action or allegation brought against Customer that the SecureInfo Software infringes any patent, copyright, trade secret or other proprietary right of any third party and shall pay any final judgment awarded or settlements entered into; provided that Customer cooperates with SecureInfo in the defense thereof and gives prompt written notice to SecureInfo of any such claim, action or allegation of infringement and gives SecureInfo the authority to proceed as contemplated herein. SecureInfo will have the exclusive right to defend any such claim, action, or allegation and make settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of SecureInfo. Customer shall give such assistance and information as SecureInfo may reasonably require to settle or oppose such claims.

8.2 In the event any such infringement, claim, action, or allegation is brought or threatened SecureInfo may, at its sole option and expense:

8.2.1 Procure for Customer the right to continue use of the SecureInfo Software or the infringing portion thereof;

8.2.2 Modify, amend or replace the SecureInfo Software or infringing part thereof with other software have substantially the same or better capabilities;

8.2.3 If neither of the foregoing is commercially practicable, SecureInfo shall refund the portion of the licensee fee specified on the relevant Schedule related to the infringing part thereof less one-forty-eighth (1/48) thereof for each month or portion thereof that this Agreement has been in effect. In the event that such refund is made, Customer shall immediately cease using the infringing portion of the SecureInfo Software and will remove the same from its system and so certify to SecureInfo. By paying a refund in the manner herein contemplated SecureInfo will be released from any further obligation whatsoever to Customer in connection with the infringing part of the SecureInfo Software.

8.3 The foregoing obligations shall not apply in any portion of the claimed infringement arises as a result of modifications to the SecureInfo Software made by any party other than SecureInfo or SecureInfo's authorized representative. Further, the foregoing obligations shall not apply if Customer is operating a version other than the then most current version of SecureInfo Software. This Section 8 states the entire liability of SecureInfo with respect to infringement of any patent, copyright, trade secret or other proprietary right.

9 Warranty and Limitation of Liability

9.1 SecureInfo warrants to Customer that the SecureInfo Software will perform in material accordance with the Documentation for a period of six (6) months the Effective Date. If the SecureInfo Software does not perform as warranted, SecureInfo shall undertake to correct the non-conforming part of the SecureInfo Software, or if correction is reasonably not possible, replace such non-conforming part of the SecureInfo Software free of charge. If neither of the foregoing is commercially practicable, SecureInfo shall refund the monies paid by Customer for that non-conforming part of the SecureInfo Software. In the event that such

refund is made, SecureInfo may amend the relevant Schedule with respect to the non-conforming part of the SecureInfo Software. The foregoing Warranty shall not apply to (i) the extent that the SecureInfo Software is used or interfaced with other software, data or operating systems which are not functioning properly; (ii) if the SecureInfo Software has been modified in a manner not authorized by SecureInfo; (iii) have not been operated or maintained in accordance with any applicable Documentation and instructions from SecureInfo or (iv) are not the most recent version provided or updated by SecureInfo to Customer. THE FOREGOING ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Customer only and will be enforceable against SecureInfo only if:

9.1.1 The SecureInfo Software has been properly installed and has been used at all times in accordance with the Documentation and this Agreement;

9.1.2 All modifications, alterations or additions to the SecureInfo Software, if any, have been made by SecureInfo; and

9.1.3 Customer has not made or caused to be made modifications, alterations or additions to the SecureInfo Software that cause it to deviate from the Documentation.

9.2 In regards to any Installation or other services designated on the Schedule A - Work Order, SecureInfo warrants that the services provided under this Agreement will be performed in a professional and workmanlike manner conforming to generally accepted industry standards and practices.

9.3 Except as set forth above, THE SOFTWARE IS PROVIDED "AS IS" SECUREINFO MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SECUREINFO SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT. SPECIFICALLY, SECUREINFO DOES NOT WARRANT THAT THE SECUREINFO SOFTWARE WILL BE ERROR FREE OR WILL PERFORM IN AN UNINTERRUPTED MANNER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, SECUREINFO SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SECUREINFO HAD BEEN INFORMED OF SUCH PURPOSE) WITH RESPECT TO THE SECUREINFO SOFTWARE, DOCUMENTATION AND SUPPORT AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

9.4 **In no event will SecureInfo or its subcontractors be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the furnishing, performance or use of the SecureInfo Software or services performed hereunder or any delay in delivery or furnishing the SecureInfo Software or said services whether alleged as a breach of contract or tortuous conduct, including negligence, even if SecureInfo had been advised of the possibility of such damage.**

9.5 **SecureInfo's maximum aggregate liability (whether in contract, tort or any other form of liability) for damages or loss, howsoever arising or caused, whether or not arising from SecureInfo's negligence, shall in no event be greater than (a) in the event such damage is not related to product, the license fee specified in the relevant Schedule related to the particular SecureInfo Software program which caused the damage or loss paid by Customer to SecureInfo for the six (6) month period proceeding the incident giving rise to the claim, or (b) in the event such damage or loss is related to support, the support fees paid by Customer for the then current support term paid by customer to SecureInfo for the six (6) month period proceeding the incident giving rise to the claim.**

9.6 No employee, agent, representative or affiliate of SecureInfo has authority to bind SecureInfo to any oral representations or warranty concerning the SecureInfo Software. Any written representation or warranty not expressly contained in this Agreement is unenforceable.

9.7 Customer shall be responsible for performing such system and data backups as Customer deems adequate to ensure Customer's ability to restore its data in the event of loss for any reason.

10 Embedded Reporting /Compliance Routine; Audit Rights/Quarterly Reports

10.1 The SecureInfo Software contains or may contain in future versions an automated reporting routine that will automatically identify and analyze certain aspects of SecureInfo Software use and performance, as well as the operator and operating environment, and among other things, transmit electronic reports to SecureInfo. SecureInfo will provide Customer, on request, with a description of these routines and Customer agrees not to disrupt or interfere with them without the prior written agreement of SecureInfo. SecureInfo will be entitled to inspect the installation and configuration of the SecureInfo Software from time to time on reasonable notice.

10.2 Customer shall keep and maintain full, accurate and detailed records regarding the License and the number of End Users, Named Users and Usages of the SecureInfo Software. SecureInfo or its representatives shall be entitled to review and audit such books and records and/or Customer's compliance with the provisions of this Agreement from time to time during normal business hours upon reasonable notice to Customer, and shall either be personally delivered by rapid courier service or mailed by certified or registered mail to a party at its address as set forth herein or as amended pursuant to this Section 10.2.

10.3 Commencing ninety (90) days from the Effective Date, Customer will provide SecureInfo with calendar quarterly reports setting forth the total number of End Users and usage by Named Users. Customer will provide SecureInfo with all such reports and any payments required hereunder within thirty (30) days of the end of each calendar quarter.

11 Assignment/Binding Agreement

Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of SecureInfo. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Notwithstanding the foregoing, no transfer or assignment of Customer's rights hereunder shall be effective unless and until (1) Customer has paid and remains current on all amounts due hereunder, and (2) the purported assignee agrees in writing to be bound by all of the obligations of Customer hereunder. SecureInfo may assign this Agreement upon the merger, acquisition, or sale of all or substantially all of its stock or assets.

12 Confidentiality

12.1 Each Party acknowledges that the Confidential Information ("Confidential Information" means any trade secrets or other information of Discloser that is not generally available to the public, whether of a technical, business or other nature including, without limitation, pricing, software, object code, source code, products, services, designs, methodologies, formulas, data structures, databases, models, specifications, processes, know-how, inventions whether patented or not, modification reports, pricing, training manuals, user's guides, business plans, financials, employees, customers, prospects and other intellectual property) constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent. Each party agrees to exercise no less than a reasonable degree of care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding any information that it can document in writing (a) is or has become publicly available without restriction through no fault of the receiving party or its employees or agents; (b) is received without restriction from a third party lawfully in possession of such information and lawfully empowered to disclose such information; (c) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; (d) was independently developed by employees or consultants of the receiving party without use or reference or access to such Proprietary Information; or (e) is required to be disclosed pursuant to a judicial or legislative order or proceeding; provided that, to the extent permitted by and practical under the circumstances, receiving party provides to disclosing party prior notice of the intended disclosure and an opportunity to respond or object to the disclosure or if prior notice is not permitted or practical under the circumstances, prompt notice of such disclosure.

12.2 In the event of actual or threatened breach of the provisions of Section 3 or Section 12.1, the non-breaching party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual damage.

13 Notice

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person and signed for, (b) sent by registered mail, return receipt requested, (c) sent by overnight air courier and signed for, or (d) by facsimile with confirmation receipt, in each case forwarded to the appropriate address set forth above. Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after posting, or one day after (i) delivery to an overnight air courier service or (ii) the moment of transmission by facsimile.

14 Miscellaneous

14.1 Force Majeure. Neither party will incur any liability to the other on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by event, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded.

14.2 Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

14.3 Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

14.4 Entire Agreement. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supercedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

14.5 Standard Terms of Customer. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition or licensing of the SecureInfo Software will have any effect on the rights, duties or obligations of the parties under, or other otherwise modify, this Agreement, regardless of any failure of SecureInfo to object to such terms, provisions, or conditions. Any and all such terms are expressly null and void.

14.6 Public Announcements/Publicity. Customer and SecureInfo agree to cooperate regarding public relations activities, including public announcements, joint press releases, and other activities to be mutually agreed. Neither party will perform such activities without the prior written consent of the other party, which consent shall not be unreasonably withheld. Nevertheless, SecureInfo is permitted to identify Customer as a client in its marketing, sales and business development efforts.

14.7 Headings. Headings herein are for convenience of reference only and shall in no way affect the interpretation of the Agreement.

14.8 Applicable Law. This Agreement will be interpreted and construed in pursuant to the laws of the State of Texas and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any legal action or proceeding relating to this Agreement shall be instituted in a state or federal court in San Antonio, Texas. SecureInfo and Customer agree to submit to the jurisdiction of, and agree that venue is proper in, these courts in any such action or proceeding. Any waivers or amendments shall be effective only if made in writing. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action. Customer represents that it is not a government agency and it is not acquiring the license pursuant to a government contract or with government funds.

14.9 Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

14.10 Dispute Resolution. No party shall commence any legal proceedings against the other party (parties) unless the party commencing such legal proceedings shall have delivered written notice of its intent to do so to the others no less than sixty (60) days prior to commencing such legal proceedings. If a party delivers notice of a dispute to another party, such parties shall attempt to resolve the dispute in accordance with this Section. The [Project Managers/Customer Administrators] shall negotiate to resolve any such dispute in good faith. In the event the disputed matter is not resolved by the [Project Managers] within twenty (20) days after delivery of notice of the dispute, resolution of the dispute shall become the responsibility of [Vice President] of each party. If the [Vice President] cannot resolve a dispute within twenty (20) days of the delivery of notice of the dispute, resolution of the dispute shall become the responsibility of [CEO] of each party. If the [CEO] of each party can not resolve such issue each party shall have the right to commence any legal proceedings as permitted by law, renegotiate as may be amenable to resolve the dispute, or terminate this Agreement subject to Section 7. Notwithstanding the foregoing provisions of the Section, any party may commence legal proceedings relating to the alleged breach of Section 2 or 12 of this Agreement without the necessity for prior notice or attempt to resolve the dispute.

14.11 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.

14.12 Precedent, Control on Conflicting Provisions. In the event of a conflict of any term, condition or provision between this Agreement, Professional Services Agreement or Schedule; the following precedent order shall control and resolve all conflicts 1st this License Agreement, 2nd the Professional Services Agreement, and 3rd the Schedule.

14.13 Third Party Products. All third party products included or embedded within SecureInfo Software shall be provided to Customer according to the terms and conditions set by the applicable third party provider. SecureInfo waves any and all representations, warranties, indemnifications or guarantees of Third Party Products. All representations, warranties, indemnifications or terms of this Agreement are void to any Third Party Products to the extent they may be inconsistent with such Third Party Products..

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties by signing below:

**SECUREINFO CORPORATION
("SecureInfo")**

By:_____

Print Name: Victor Pascucci III, Esq_____

Title: General Counsel_____

Date:_____

SecureInfo
CORPORATION

[_____]

("Customer")

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment E

IT Professional Services Price List

132-51 -- IT Professional Services Price List

Labor Category	Job Title	CY4 1/1/03 – 12/31/03		CY5 1/1/04 – 12/31/04		1/1/05 – 12/31/05	
		Govt Site	Vendor Site	Govt Site	Vendor Site	Govt Site	Vendor Site
1	Program Manager	$89.15	$100.15	$90.94	$102.17	$92.77	$104.21
2	Principal Engineer	$91.87	$102.86	$93.71	$104.93	$95.59	$107.03
3	Senior Engineer	$66.72	$77.71	$68.05	$79.27	$69.42	$80.86
4	Engineer	$56.59	$67.69	$57.72	$69.05	$59.16	$70.78
5	Principal Information Engineer	$103.22	$114.22	$105.29	$116.50	$107.40	$118.83
6	Senior Information Engineer	$66.72	$77.71	$68.05	$79.27	$69.42	$80.86
7	Information Engineer	$56.59	$67.69	$57.72	$69.05	$59.16	$70.78
8	Network/System Engineer	$47.58	$58.57	$48.53	$59.74	$49.50	$60.94
9	Technical Writer	$27.20	$38.20	$27.75	$38.96	$28.31	$39.75
10	Principal Security Analyst	$56.17	$67.38	$58.42	$70.08	$60.75	$72.87
11	Senior Security Analyst	$50.44	$61.65	$52.46	$64.12	$54.56	$66.69
12	Security Analyst	$44.71	$55.92	$46.49	$58.15	$48.34	$60.47
13	Functional Area Expert (FAE) III	$138.74	$149.79	$142.33	$153.66	$146.00	$157.64
14	Functional Area Expert (FAE) II	$110.58	$121.65	$113.44	$124.79	$116.38	$128.02
15	Functional Area Expert (FAE) I	$80.43	$91.48	$82.51	$93.85	$84.64	$96.28
16	Subject Matter Expert (SME) III	$148.79	$159.85	$152.64	$163.98	$156.58	$168.22
17	Subject Matter Expert (SME) II	$120.64	$131.70	$123.75	$135.10	$126.96	$138.59
18	Subject Matter Expert (SME) I	$90.48	$101.54	$92.82	$104.16	$95.22	$106.86
19	Technical Writer/Editor	$42.23	$53.28	$43.32	$54.66	$44.43	$56.08

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS OPLOC/PE
                 130 West Ave., Suite A
                 Bldg 603-2, Code FDA-SSG
                 Pensacola, Florida 32508-5120

FROM: (Company Name)
         (Street Address)
         (City, State, and Zip Code)

SUBJECT: Collection of Checks for **ESI AF SW Surcharge – FY 04**

1. Line of accounting to collect this check into is: AA 97X4930.FF12 RVCN G2291 0 068142
3F 000000 913111 VCHCK JON: JA04CITPAD00

2. Direct questions to **(Company POC, Phone Number)**.

(Signature)

1 Atch: Check #

Also provide a copy of the check and transmittal letter sent to DFAS, Pensacola to the following address.

HQ SSG/AQPP
Financial Management
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3014

Mail, fax or e-mail is an acceptable means for forwarding the HQ SSG/AQPP copy.
Fax number is: (334) 416-1351
E-mail address is: karen.molloy@gunter.af.mil

MEMORANDUM FOR Army Small Computer Program
PEO Enterprise Information Systems
Assistant Project Manager, Army Small Computer Program
SFAE-PS-EI-SCP (Attn: Financial Support Group)
Fort Monmouth, NJ 07703-5605

From: (Company name):
(POC for this transaction):
(Street Address):
(City, State, and Zip Code):

SUBJECT: Collection of Checks for (name of company and BPA/contract Number)- FY04-05, etc.

1. Collection of the check will include the following:

       a. Please make check payable to United States Treasury
       b.   Mail original check to address below:

          PEO Enterprise Information Systems
          Assist Project Manager, Army Small Computer Program
          SFAE -PS-EI-SCP (Attn: Financial Support Group)
          Fort Monmouth, NJ 07703-5605

2. Direct questions to: Margie Kirsch
             732.427.6613

3.   Provide copies of this letter and check to:

AMSEL-dsa-scp-CR@mail1.monmouth.army.

(COMPANY NAME)

(Date)

MEMORANDUM FOR DFAS/ADOFA/COIN
            8899 E. 56th Street
            Indianapolis, IN 46249-1500

FROM: (Company Name)
        (Street Address)
        (City, State, and Zip Code)

SUBJECT: Collection of Checks for ESI SW Surcharge – FY 04

1. Line of accounting to collect this check into is:
AA 970100.4300 P449BMBC10 DC 2531 DDCMO43004 S12137

2. Direct questions to **(Company POC, Phone Number)**.

(Signature)

1 Atch: Check #

Also provide a copy of the check and transmittal letter sent
to DFAS, Indianapolis to the following address.

Defense Information Systems Agency
ATTN: Dawn Lawson, Code COGB
5600 Columbia Pike, Suite 900
Falls Church, VA 22041-2717

Postal mail, fax or e-mail is an acceptable means for
forwarding the DISA ESI PMO copy.
Fax number is: (703) 681-2782
E-mail address is: lawsond@ncr.disa.mil

REPORT OF SALES

_____ Enterprise Software Agreement

N00104-01-A-Qxxx

Ordering Activity Delivery Order #	Reseller Order #	End User Agency or Service	End User Ship-To Activity (Govt. licensee)	CLIN	Description	Reseller P/N	Publisher P/N	Unit Price on BPA	Unit Price on Order	Unit Price on Order w/o Fees	QTY	Total Price on Order w/o Fees	Total IFF Fee @ 1%	Total ACT Fee @ 2%
xxxxxxx	xxxxx	ARMY	CECOM xxxxx, xx	000_	xxxxx	xxxxx	xxxxx	82.40	82.40	$80.00	6	$480.00	$4.80	$9.60
xxxxxxx	xxxxx	ARMY	CECOM xxxxx, xx	000_	xxxxx	xxxxx	xxxxx	92.70	92.70	$90.00	6	$540.00	$5.40	$10.80
xxxxxxx	xxxxx	ARMY	xxxxx	000_	xxxxx	xxxxx	xxxxx	110.00	103.00	$100.00	1	$100.00	$1.00	$2.00
														$22.40
														$11.20
														$11.20
xxxxxxx	xxxxx	AIR FORCE	xxxxx	000_	xxxxx	xxxxx	xxxxx	82.40	82.40	$80.00	8	$640.00	$6.40	$12.80
xxxxxxx	xxxxx	AIR FORCE	xxxxx	000_	xxxxx	xxxxx	xxxxx	51.50	51.50	$50.00	5	$250.00	$2.50	$5.00
xxxxxxx	xxxxx	AIR FORCE	xxxxx	000_	xxxxx	xxxxx	xxxxx	82.40	82.40	$80.00	3	$240.00	$2.40	$4.80
														$22.60
														$11.30
														$11.30
xxxxxxx	xxxxx	NAVY	NAVICP Mechanicsburg, PA	000_	xxxxx	xxxxx	xxxxx	103.00	103.00	$100.00	3	$300.00	$3.00	$6.00
xxxxxxx	xxxxx	NAVY	NAVICP Mechanicsburg, PA	000_	xxxxx	xxxxx	xxxxx	82.40	82.40	$80.00	3	$240.00	$2.40	$4.80
xxxxxxx	xxxxx	DOD	DECC San Diego	000_	xxxxx	xxxxx	xxxxx	61.80	61.80	$60.00	5	$300.00	$3.00	$6.00
xxxxxxx	xxxxx	NAVY	SPAWAR PD15Q San Diego, CA	000_	xxxxx	xxxxx	xxxxx	51.50	51.50	$50.00	2	$100.00	$1.00	$2.00
xxxxxxx	xxxxx	NAVY	xxxxx	000_	xxxxx	xxxxx	xxxxx	103.00	103.00	$100.00	1	$100.00	$1.00	$2.00
xxxxxxx	xxxxx	DOD	xxxxx	000_	xxxxx	xxxxx	xxxxx	61.80	61.80	$60.00	5	$300.00	$3.00	$6.00
xxxxxxx	xxxxx	NAVY	xxxxx	000_	xxxxx	xxxxx	xxxxx	61.80	61.80	$60.00	1	$60.00	$0.60	$1.20
														$28.00
					ARMY ACT FEE		MAR 2001							$11.20
					AIR FORCE ACT FEE		MAR 2001							$11.30
					NAVY & DOD ACT FEE		MAR 2001							$50.50
					TOTAL SALES FOR MONTH		MAR 2001				49	$3,650.00	$36.50	$73.00
					ARMY ACT FEE		JAN - MAR							
					AIR FORCE ACT FEE		JAN - MAR							
					NAVY & DOD ACT FEE		JAN - MAR							
					TOTAL SALES FOR QUARTER		JAN - MAR							
					TOTAL SALES FOR FISCAL YEAR		2002							
					(October to September)									
					TOTAL SALES BPA TO DATE									

REPORT OF SALES

_____ Enterprise Software Agreement

N00104-01-A-Qxxx

Total Price on Order	Date Ordered	Actual Ship Date	End User Name	End User Phone	End User Fax	End User Email	Ordering Activity	Ordering Activity POC	Ordering Activity Phone	Comments
$494.40	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	CECOM xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$556.20	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	CECOM xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$103.00	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
TOTAL ACT FEE ON ARMY SALES										
ARMY ACT FEE @ 1%										
NAVY ACT FEE @ 1%										
$659.20	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$257.50	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$247.20	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
TOTAL ACT FEE ON AIR FORCE SALES										
AIR FORCE ACT FEE @ 1%										
NAVY ACT FEE @ 1%										
$309.00	xx/xx/xx	xx/xx/xx	Sylvia Johnson	717-605-1548	717-605-4600	sylvia_c_johnson@icpmech.navy.mil	NAVICP Mechanicsburg, PA	xxxxx	xxx-xxx-xxxx	
$247.20	xx/xx/xx	xx/xx/xx	Sylvia Johnson	717-605-1548	717-605-4600	sylvia_c_johnson@icpmech.navy.mil	NAVICP Mechanicsburg, PA	xxxxx	xxx-xxx-xxxx	
$309.00	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$103.00	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$103.00	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$309.00	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
$61.80	xx/xx/xx	xx/xx/xx	xxxxx	xxx-xxx-xxxx	xxx-xxx-xxxx	xxxxxx@xxxx.xxxx.xxx	xxxxx xxxxx, xx	xxxxx	xxx-xxx-xxxx	
ACT FEE ON NAVY & DOD SALES @ 2%										
$3,759.50										